

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

SATTERFIELD AND PONTIKES	§	
CONSTRUCTION, INC. AND	§	
SATTERFIELD AND PONTIKES	§	
CONSTRUCTION, INC., SUCCESSOR	§	
IN INTEREST TO SATTERFIELD &	§	
PONTIKES CONSTRUCTION GROUP,	§	CIVIL ACTION NO. 4:14-cv-01033
LLC,	§	
Plaintiffs	§	JURY DEMANDED
	§	
VS.	§	
	§	
ACE AMERICAN INSURANCE	§	
COMPANY,	§	
	§	
Defendant	§	

JOINT STIPULATION OF DISMISSAL

Plaintiffs Satterfield & Pontikes Construction, Inc. and Satterfield & Pontikes Construction, Inc., Successor in Interest to Satterfield & Pontikes Construction Group, LLC (“S&P”) and Defendant Ace American Insurance Company (“Ace”), by and through their undersigned counsel hereby file this their Joint Stipulation of Dismissal and would show the Court the following:

FACTS

S&P filed suit against Ace on August 27, 2013 in the 189th Judicial District Court in Harris County, Texas. S&P brought several causes of action against Ace claiming damages and attorney fees arising out of Ace’s handling of an insurance claim made by S&P after Hurricane Isaac. Notice of removal to the United States District Court was filed by Ace on April 15, 2014.

A scheduling order was issued by this Court, and the case was set for trial on the May 11, 2015 docket.

The parties have now resolved all of their differences and disputes, and S&P desires to dismiss these claims against Ace consistent with the terms of the Confidential Settlement Agreement and Release (“Agreement”) executed by S&P and Ace on July 17, 2014. S&P desires to dismiss all of its claims raised in this lawsuit against Ace with prejudice, with the exception of S&P’s claims against Ace related to the Eaton Switchgear described in Paragraph 3 of the Agreement. Specifically, S&P hereby dismisses **without** prejudice any and all claims S&P may have against Ace related to the Eaton Switchgear as outlined in Paragraph 3 of the Agreement. All other claims are dismissed with prejudice.

The Parties agree S&P’s suit is being dismissed consistent with the terms of the Agreement and that the terms of the Agreement shall be incorporated in the Order.

Respectfully submitted,

/s/ Todd A. Riddle
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Construction, Inc. and Satterfield and Pontikes
Construction, Inc., successor in interest to
Satterfield & Pontikes Construction Group, LLC*

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Counsel for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on July 24, 2014, I electronically submitted the foregoing document with the Clerk of Court for the United States District Court, Southern District of Texas, using the electronic case filing system of the Court. I hereby certify that I have served all counsel and/or pro se parties of record electronically or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ Todd A. Riddle
TODD A. RIDDLE